EXHIBIT B

09-50026-reg Doc 11924 Filed 07/09/12 Entered 07/10/12 16:29:49 Main Document Pg 1 of 8

In re: MOTORS LIQUIDATION COMPANY, et al. Debtor

Chapter 11 Case no. 09-50026 (REG)

Subject:

Response to 281st OMNIBUS Objection to Claim # 62969 Filed by John Haack

Attached References:

(1) Claim 62969

On 14 June 2012, the GUC Trust filed a 281st Omnibus objection to certain Claims *(see Note 1)*. I, John Haack, object to the GUC Trust's motion to expunge my claim for the reasons stated below.

- 1. My claim, # 62969, alleges that the 1995 Grand Prix SE vehicle that General Motors manufactured in 1995 has a serious vehicle control safety defect problem. When a rubber vacuum hose that connects the engine's intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RMPs) will instantaneously accelerate to their maximum value. This will occur with the driver's foot completely off of the accelerator pedal. Also, complete failure of the vehicle's power braking system will simultaneously occur. When this safety defect occurs, the driver is faced with a runaway car that they cannot stop with normal braking action. This can be classified as a collateral safety defect because engine and car speed dramatically increase while at the same time braking capability is significantly reduced. The driver must exert a tremendous amount of force on the brake pedal in order to control and stop the runaway vehicle. If the subject safety defect occurs while the occupant of the vehicle is driving on the freeway in heavy traffic moving along at normal traffic speed, the defect could cause a serious traffic accident with consequential bodily injuries and property damage. This collateral safety defect affects numerous GM W-Body vehicles (Chevrolet, Pontiac, Oldsmobile and Buick) equipped with the V6 3.1 liter Vortec engine and power brake booster assembly.
- 2. I submitted claim 62969 on 11/26/09. That was over 2.5 years ago. As a record of fact, in claim 62969 I stated that I would withdraw my claim if GM fixed this safety defect problem with a robust design implementation, issued a notice of safety defect to all vehicle owners affected, and then implemented repairs to all vehicles affected. As a record of fact, the Debtor (GM) has had full knowledge of this vehicle defect for well over 2.5 years. Further, GM may have been aware of this safety defect for a considerably longer period of time, yet the old/new GM has done nothing to remedy it. Further, no attempt has been made to notify the public of this defect and of its life threatening consequences. The only action the Debtor has taken to date is to expunge my claim and all knowledge of this serious product safety defect.
- 3. While driving the 1995 Grand Prix SE that I own, I experienced the consequences of the subject safety defect as explained in my claim. By the grace of God, I was not injured when this defect occurred. Just scared to death. Because I suffered no bodily injury or property damage, the Debtor wants to expunge my claim. My position on this matter is simple, the Debtor needs to notify the public of this serious safety defect and

09-50026-mg Doc 12016-2 Filed 08/16/12 Entered 08/16/12 14:04:31 Exhibit B Pg 3 of 9 09-50026-reg Doc 11924 Filed 07/09/12 Entered 07/10/12 16:29:49 Main Document Pg 2 of 8

then fix it!! In short, do what's ethically right!! I do not want anyone to suffer bodily injury or property damage as a consequence of this safety defect.

In summary, if the Debtor does not want to notify the public of this serious vehicle safety defect, then I propose that the Court award the proceeds of my claim to an independent agency, perhaps another automobile manufacturer, that will use those proceeds to notify the public of this serious product safety defect and take the action necessary to fix it.

As I explained to the GUC Trust Claim Negotiator, the Court may appoint an independent agent to come to my home in Missouri and test drive my car under the defect conditions specified in Claim 62969. I reserve the right to have certain members of the press attend this test drive. I reserve the right to have members of the House Energy and Commerce Committee present at this test drive so that they can provide the same oversight and scrutiny that they executed during the recent Toyota accelerator problem investigation. I reserve the right to have members of the National Highway Traffic Safety Administration present during this test drive.

During the recent Toyota safety issue inquiry, members of Congress posed five questions. First: Why didn't Toyota's quality-control measures prevent the problems that affected millions of cars? Second: How quickly will the automaker be able to bring in and fix those cars? Third: Why was Toyota so slow to make the decisions to recall them? Fourth: Did Toyota **cover up** any early knowledge about the defects, or put its finger on the scales of research meant to find problems with its vehicles? And fifth: Should a grand jury issue subpoenas as the Federal Government launches a criminal investigation into the automobile's safety problems? It is my opinion that if the Debtor is successful in expunging my claim and all knowledge of this serious product safety defect, this action could be conscrewed as criminal cover up. This should not be allowed to happen under any circumstance.

Note 1: The GUC Trust never notified me of the 281st OMNIBUS Objection to my claim. This violates Federal Rules of Bankruptcy Procedure. If a third party Law firm (not connected with this case) in New York had not advised me of the 281st OMNIBUS Objection to my claim, I would not have been unaware of this objection and I would not have been able to respond to this objection. For this reason alone, the GUC Trust's objection to my claim should be over ruled.

09-50026-mg Doc 12016-2 Filed 08/16/12 Entered 08/16/12 14:04:31 Exhibit B Pg 4 of 9 09-50026-reg Doc 11924 Filed 07/09/12 Entered 07/10/12 16:29:49 Main Document Pg 3 of 8

REFERENCE 1 CLAIM 62969

UNITED STATES BANKRUPTCY COURT FOR THE SOUTH	ERN DISTRICT OF NEW YORK	PROOF OF CLAIM	
Name of Debtor (Check Only One): Xi Motors Liquidation Company (#k/a General Motors Corporation) IMLCS, LLC (#k/a Saturn, LLC) IMLCS Distribution Corporation (#k/a Saturn Distribution Corporation) IMLC of Harlem, Inc. (#k/a Chevrolet Saturn of Harlem, Inc.)	Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	Your Claim is Schoduled As Follows:	
NOTE: This forms health not be used to make a claim for an administrative exposure artising a plant made. If U.S.C. § 503(6)(9) is as here if \$1. All other require filed personne to \$11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the deleter owns money or property): John A. Haack Name and address where notices should be sent: JOHN A. HAACK 2500 VILLAGE LN	Check this fox is indicate that this claim amends a previously filed claim. Court Claim Number:		
FORISTELL, MO 63348-2422 Telegitivate statistics: Home 636-673-2030 Bus: 314-232-1818	(If known) Filed (m):	If an amount is identified above, you have a cial adequied by one of the Debtors as shown. (It adequied amount of your claim may be amendment to a greenously or hadded amount.) If the	an os
Name and address where payment should be sent (if stifferent from above):	Check this hax if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this hax if you are the dehior or trustee in this case.	agree with the should said priority of your claims achedised by the Debrot and you in ve no other of a gainst the Debrot, you'ds not need to be the proof which from FNCEPT AS FOLLEWAY If the amount of the proof is the proof of	es of of in of in
Telegitions number: 1. Amount of Claim as of Date Case Filed, June 1, 2009: 5 \$1	,000,000.00	file again. 5. A mount of Claim Entitled to	\dashv
It all or part of your claim is secural, complete items the low; however, if all of your claim is your claim is sentitled to privately, complete them 5. If all or part of your claim is asserted pursu. The Check this how if claim includes interest or other charges in addition to the patientzed statement of interest or charges. Basis for Chaim: Product Defect Liability (See Attachement 1) (See increases) of 2 on reverse side.)	Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the fullowing categories, check the box and state the amount. Specify the priority of the claim. Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, walteries, or commissions (up to \$10,9 50°) camed within 188 days before filing of the bankruptry petition or constitute of the debter 's business, whichever is earlier − 11 U.S.C. § 507(a)(4).		
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #1a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate for if your claim is secured by a lien on property or an information.			
Nature of property or right of setoff: Rest Estate Motor Vehi Describe: Value of Property: 5 Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in s	 Contributions to an employee benefit plan -11 U.S.C. § 587(a)(5). Up to \$2.425* of deposits soward purchase, leave, or rental of properly or services for personal, family, or household use - 11 U.S.C. § 567(a)(7). 		
Bask for perfection:	Taxes or penalties owed to		
Amount of Secured Claim: \$ Amount Unsecured: 6. Credita: The amount of all payments on this claim has been credited for the p 7. Documents: Attach reducted copies of any documents that support the claim, or ders, investors, itemized streaments or running accounts, contracts, judgments, You may also sitech a summany. Attach reducted capies of documents providing a security interest. You may shootitech a summany. (See instruction 7 and defin DO NOTSEND ORIGINAL DOCUMENTS, ATTACHED DOCUMENTS MA	governmental units - 11 U.S.C. § 307(a)(8). Using of goods received by the Debter within 20 days before the date of communications of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)) Other - Specify applicable persuration of 11 U.S.C. § 507(a)(). Amount entitled to priority:	ı	
SCANNING. If the documents are not available, please explain in an attachment.	\$ Amounts are subject to adjustment an \$170 and every 5 years thereafter with respect to cases commenced on ar after the date of adjustment.		
Date: 11/26/09 Signature: The person filing this claim maint sign it. Sign other person sufficiency to file this claim and state address address above. Attach copy of power of stronger, if any.	n and printmane and title, if any, of the creditor and telephone number if different from the not John A. Ha	ice	

09-50026-mg Doc 12016-2 Filed 08/16/12 Entered 08/16/12 14:04:31 Exhibit B Pg 6 of 9 09-50026-reg Doc 11924 Filed 07/09/12 Entered 07/10/12 16:29:49 Main Document Pg 5 of 8

Attachment 1

COMPLAINT FOR LOSS OF VECHICLE CONTROL PRODUCT DEFECT JURY TRIAL IS REQUESTED AND DEMANDED, NOTIFICATION OF TRIAL DATE TO BE PROVIDED TO PLAINTIFF 30 DAYS BEFORE TRIAL DATE.

In re:

GENERAL MOTORS CORPORATION / MOTORS

LIQUIDATION COMPANY, ET AL. - LOSS OF VECHICLE

CONTROL PRODUCT DEFECT

DEFENDANT: GENERAL MOTORS CORPORATION / MOTORS

LIQUIDATION COMPANY, ET AL.

PLAINTIFF: JOHN A. HAACK

- 1. My claim alleges that the 1995 Grand Prix SE that General Motors manufactured in 1995 has a serious vehicle control defect problem. The Defendant did not notify vehicle owners of this defect nor did they implement a corrective action to fix the problem. Note, I own and presently drive a 1995 Grand Prix SE vehicle. It is equipped with a 3.1 liter engine.
- 2. Description of the Problem If the rubber vacuum hose that connects the engine intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RMPs) will instantaneously accelerate to their maximum value. This will occur with the driver's foot completely off of the accelerator pedal. Complete loss of the vehicle's power braking function will also simultaneously occur. When this problem occurs, the driver is faced with a runaway car that they cannot stop with normal braking action. A tremendous amount of force must be applied to the brake pedal by the driver in order to control and stop the runaway vehicle.

This defect revealed itself to me one day when I was leaving work. My car had been parked on a parking lot all day long. I started the engine, put the transmission in drive and took off. While I was still exiting the parking lot the engine suddenly went to its maximum RPMs, even with my foot completely removed from the accelerator pedal. When I tried to stop the vehicle, there was no braking action. I had to bear down on the pedal with all of my might to slow down the vehicle. I could not completely stop the vehicle, only slow it down. Fortunately I kept my wits about myself and was able to grab the ignition key and turn off the engine. This stopped the vehicle. There was no engine fault light indication or fault code generated.

If this had happened to me on the freeway while I was driving in heavy traffic moving along at normal traffic speed, I could have been in a serious fatal accident due to loss of vehicle control.

3. Cause of the Problem - There is a rubber hose than goes between the engine intake manifold and the power brake booster assembly (see Figure 1). In my case, the rubber vacuum hose had completely detached itself at the power brake booster assembly end (see Figure 2). I determined that the spring clamp that secures the hose to the power brake booster assembly inlet nozzel did not have sufficient clamp

09-50026-mg Doc 12016-2 Filed 08/16/12 Entered 08/16/12 14:04:31 Exhibit B Pg 7 of 9 09-50026-reg Doc 11924 Filed 07/09/12 Entered 07/10/12 16:29:49 Main Document Pg 6 of 8

pressure to adequately secure the hose/nozzle connection. I replaced the spring clamp with a radiator hose screw type clamp to fix the problem. I check the subject hose and clamps periodically to ensure robust connections and that the hose is in good condition. My fix can be classified as a patch fix at best. The proper fix would be to redesign the engine control computer's software. When the control software detects a significant loss in engine vacuum, the control software should turn off the engine and generate an engine code failure.

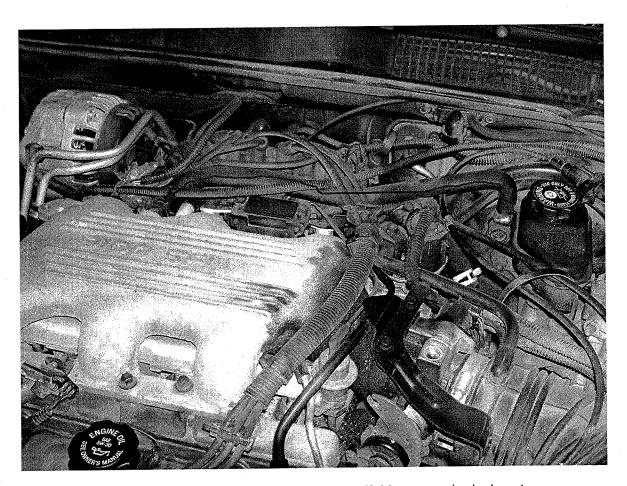


Figure 1 - Vacuum hose that connects intake manifold to power brake booster

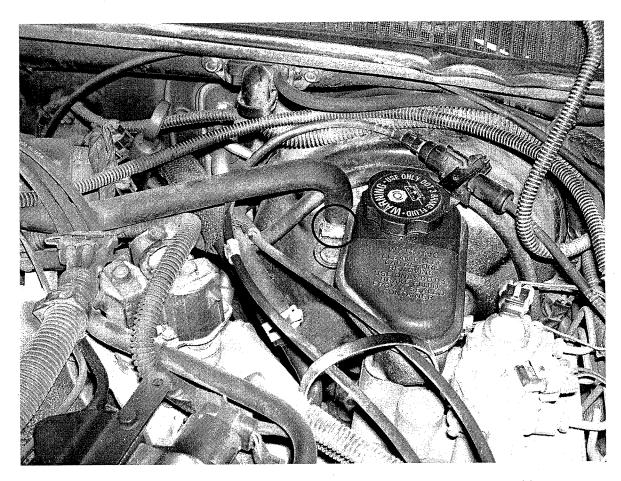


Figure 2 – Location where hose came loose from power brake booster assembly

- 3. I am claiming damages of \$1,000,000 as I got the living daylights scared out of me when the subject defect occurred and put my vehicle in an out of control condition. I could have been in a serious fatal accident due to loss of vehicle control if this had happened to me on the freeway. In short, I could have been killed by this defect.
 - I will withdraw my claim, with prejudice, if GM fixes this problem with a robust design implementation, issues a notice of defect to all vehicle owners affected, and then implements repairs to their vehicles.
- 4. Attached below is my car title proving that I own the subject defective vehicle.

1G21VJ12M9SF290451	95	PONT GRAND	PRIX 1	Y STYLE FUEL UDOR DATE GEVED
6 32 - 187 - 1985 (1985) (1985)	**************************************	PAÍD	01/13/98	02/18/99
WWW HAACK JOHN A 2500 VILLAGE L				
FORISTELL	NO 63348			
MASAL, 372)		n i 5 2		
HAACK JOHN A		uniini		
2500 VILLAGE I FORISTELL		422	Y GOVERN	
VEHIOLE SUBJECT TO F		Service Control of the Control	ing of the economics was as and energy and a se	(Sed in the political) of constant of the N
MACA DEM		CONTRACTOR OF THE STATE OF THE		
		ecyanies bryamion	ZEO AGONT	
		DATE HELEAGED		
5600N0 L699 * V		SQUE OF PEN		
		Skapa sure de autoro	ino kalin	
		OATE PELEASED		
BUYER ON REVERSE SI	DE MUST TITLE IN		VOID PENALT	
MARAGE REATEDENT				
*ACTUAL MILEAGE. ANNUAL ODOMETER UP	DATES MAY BE AVA	ILABLE FROM T	HE	
DEPARTMENT OF REVE				